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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification dated 11th November 1938.

It is hereby notified for general information that the right to cut and remove trees or to burn charcoal in the following coupes in Kabbal, Satnur and Kankanhalli Ranges will be sold by the District Forest Officer, Bangalore District, on the dates and at the places noted against each at 2 P.M., subject to the conditions of the sale notification dated the 11th November 1938, published on pages 2087 and 2088 of Part VI of the *Mysore Gazette*, dated the 24th November 1938.

Name of Range	Name of Forest	Working Circle or Felling Series	No. and year of coupes	Area in acres	Date of sale	Place of sale
1. Kankan halli.	Bilikal ..	Maralawadi ..	9—38—39	A. G. 287 0	12-12-1938	Kankanhalli
2. Satnur..	Basavanabetta	Byadarahalli ..	17—38—39	102 7	Do	Do
	Chilandadi ..	Mathabore ..	17—38—39	96 3	Do	Do
3. Kabbal	Tenginkal ..	Tenginkal ..	4—38—39	79 8	14-12-1938	Channapatna

For further particulars also please see the detailed notification referred to above.

K. REVANNA,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 23rd November 1938.

It is hereby notified for general information that the right to cut and remove fuel and charcoal for the year 1938-39 in the undermentioned coupes of the State Forests of the Bukkapatna Range in the Tumkur District, will be sold by public auction by the District Forest Officer, Tumkur District, or the Range Officer concerned, on the dates and places noted below, subject to the following conditions:—

The sale will commence at 2 p.m. and will be subject to the confirmation by the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

Name of Range	(1) Name of Forest and Working Circle	Coupe No. and year	Area of coupe to be worked out in acres	Approximate quantity of fuel per acre available in the coupe but not guaranteed	Approximate distance from Railway Station or other place	Date of sale	Place of sale
Bukkapatna	Bukkapatna Forest.	C. No. III	180	5 cart loads per acre.	45 miles from Tumkur.	14th December 1938	Bukkapatna Range Office
	Manchalidore ..	Kalinganahalli W. C. ..	75	4 cart loads per acre.	23 miles from Nittur Railway Station.		
		Ramangudda W. C. ..	100	Do			
		Soppinamadihalla ..	90	Do			
		Chickamaduga W. C. ..	75	Do			
		Thyagadamathi W. C. ..	120	Do			
	Ranganathapura	Dodda Ichaluguddu ..	160	Do	15 miles		
	Do Extn.	Kurubara Thippa ..	65	Do			
	Ankasandra ..	Eastern W. C. ..	100	Do	20 miles		
		Western W. C. ..	100	Do	Do		

1. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi sale rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount, less deposit already paid, with Local, Railway and Education Cesses on the full sale amount, failing which the coupe will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

2. Defaulters to the Department will not be allowed to bid at the sale.

3. All fuel-yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe or by acre.

4. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

5. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

N.B.—On all belated payments interest at 6½ per cent will be levied.

The following are the further conditions to which the contractor should bind himself:—

(a) That he shall fell the fuel trees purchased by him and complete all removal by the end of January 1939 provided that the District Forest Officer may, at his discretion, grant an extension of time in May and June 1939 after the fall of rains.

No fellings, burning and removals should be done in the months of February, March, April and May.

(b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe by the coppice method, doing both fellings and coppicing in one operation in such a way that the outer edge of stumps touches the ground and is not split or jammed and that the top of the stump is not more than six inches above the ground, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths, that are coming up within a radius of six feet from sandal trees and saplings.

- (c) That he shall stack fuel in the opens near fellings or the place appointed by the Range Officer and leave timber poles and logs dressed at the stumps till inspected and passed by the Range Officer and that each consignment of fuel, charcoal or timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf and not by private chits or passport under any circumstances.
- (d) That if any tree, shrub or growth reserved by the Department as noted in clause (b) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.
- (e) That he shall abide by the rules of the Department as regards the kindlings of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (f) That no operation shall take place in the forest after sunset and before sunrise.
- (g) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (h) That he shall have no right whatsoever over the coupe and over the fuel or timber paid for but left unremoved in any of the coupes, after the 31st January 1939 unless extension is given, when he will have no right thereto after 30th June 1939.
- (i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.
- (j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall re-sell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

P. A. MOHAN RAM,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 15th November 1938.

The undermentioned quantities of timber will be sold by public auction by the District Forest Officer, Mysore District, or any other officer deputed by the District Forest Officer at 2 P.M. on the dates noted against each under the following conditions:—

Name of Depot and place of sale	Date of sale	Teak	Honne	Mathi	Bite	Other kinds	Mathi Sawn	Remarks
1. Chamarajanagar Depot.	15-12-1938	C.ft. 1,750	C.ft. 1,500	C.ft. 1,000	C.ft. 550	C.ft. 1,550	C.ft. 30	More or less.
2. Nanjandud Depot	14-12-1938	3,000	800	800	200	200	40	Do
3. Hunsur Depot ..	22-12-1938	4,000	200	900	100	300	..	Do
4. Periyapatna Depot	23-12-1938	3,000	500	100	200	100	..	Do

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

(a) In the case of purchases not exceeding Rs. 200 in value, the initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid on the spot.

(b) The deposit of Rs. 200 to be placed with the officer conducting the sale is reduced to Rs. 50 in cases where the purchase of timber does not exceed Rs. 200 in value in Hunsur and Periyapatna Depots only.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds

Rs. 1,000 in each case, are subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions:—

(i) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(ii) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(iii) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1939. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6½ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. RANGACHAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 11th November 1938.

The attention of the public is invited to the detailed notification published on pages 2088 and 2089 of Part VI of the *Mysore Gazette*, dated 24th November 1938, regarding the auction sale of timber in Hassan Depot on the 22nd December 1938 at 2 P.M.

M. A. MUTHANNA,
District Forest Officer.